

Constitution of Macadamia Processing Co Limited ACN 002 607 972

History:

Adopted on: / /

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A company limited by shares

Constitution of Macadamia Processing Co Limited ACN 002 607 972

1 General

1.1 Name of company

The name of the Company is **Macadamia Processing Co Limited ACN 002 607 972**.

1.2 Liability of members

The liability of the Shareholders is limited.

1.3 Replaceable Rules

The Replaceable Rules do not apply to the Company.

1.4 Objects of the Company

The objects for which the Company is established are:

- (a) to acquire macadamia nuts from Shareholders for disposal or distribution;
- (b) to acquire any other commodities from Shareholders for disposal or distribution;
- (c) to acquire commodities for disposal or distribution amongst Shareholders;
- (d) to store, market, package or process macadamia nuts and other commodities acquired or otherwise received from Shareholder;
- (e) to render services to Shareholders;
- (f) to undertake such further or other activities and do all such other acts, matters and things as in the opinion of the Board may be incidental or conducive to the attainment of any of the objects stated in rules 1.4(a) to 1.4(e).

2 Definitions and interpretation

2.1 Definitions

In this document:

Term	Definition
Active Grower	has the meaning provided in rules 4.2 and 4.3 of this document.
ASIC	means the Australian Securities and Investments Commission or its successors in title.
Associate	has the meaning given to that term by section sections 10 to 17 of

Term	Definition
	the Corporations Act as if sections 10 to 17 of the Corporations Act included a reference to this document.
Board	means the board of directors of the Company.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Lismore, New South Wales.
Call	includes any instalment of a call and any amount due on allotment of any share.
Chairman	includes an acting Chairman under rule 12.6.
Committee	means a committee to which powers have been delegated by the Board pursuant to rule 19.7.
Company	means Macadamia Processing Co Limited ACN 002 607 972.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).
Designated Shares	has the meaning set out in rule 24.2(b).
Director	means a director of the Company.
Dispute	has the meaning provided in rule 25.1.
Dispute Notice	has the meaning provided in rule 25.2.
Expert	has the meaning provided in rule 25.5(a).
Expert Determination Notice	has the meaning provided in rule 25.4.
Financial Year	means a period of 12 consecutive calendar months ending on 31 March each year.
Force Majeure Event	<p>means any occurrence or omission outside a party's reasonable control, as a direct or indirect result of which the party relying on the event is prevented from or delayed in performing its obligations under this document (other than a payment obligation), and includes:</p> <ul style="list-style-type: none"> (a) a physical natural disaster including fire, flood, lightning, drought or earthquake; (b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law; (c) epidemic, disease, plague or quarantine restriction; (d) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel; (e) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any Government Agency; (f) law taking effect after the date of this document; and (g) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a Shareholder or the Shareholder's subcontractors.
Government Agency	<p>means:</p> <ul style="list-style-type: none"> (a) a government or government department or other body;

Term	Definition
	(b) a government, semi-governmental or judicial person; or (c) a person (whether autonomous or not) who is charged with the administration of a law.
Managing Director	means the person appointed to that position under rule 18.1.
Meeting Date	has the meaning provided in rule 25.3(c).
Personal Hardship	means circumstances where a shareholder is: (a) unable to supply nuts; (b) unable to produce nuts; or (c) it is uneconomic to do (a) or (b) and the shareholder can demonstrate this to the Board.
Prescribed Period	has the meaning provided in rule 4.7.
Prohibited Shareholding Interest	a person has a Prohibited Shareholding Interest if the person has a Relevant Interest in more than 30% of the shares on issue in the Company.
Notified person	has the meaning provided in rule 4.7.
Office	means the registered office of the Company.
Register	means the register of Shareholders of the Company and includes a branch register of Shareholders established pursuant to rule 21.
Registered Address	means the address of a Shareholder specified on a transfer in the Register or any other address of which the Shareholder notifies the Company as a place at which the Shareholder will accept service of notices.
Relevant Interest	has the meaning given to that term by sections 608 and 609 of the Corporations Act as if sections 608 and 609 of the Corporations Act included a reference to this document.
Replaceable Rules	means all or any of the replaceable rules contained in the Corporations Act from time to time and includes any replaceable rule that was or may become, a provision of the Corporations Act.
Retiring Director	means a Director who is required to retire under rule 17.1 and a Director who ceases to hold office under rule 17.2.
Seal	means the common seal, if any, of the Company.
Season	means a period commencing on the date of adoption of this document up until 31 January 2010 and thereafter for a period of 12 consecutive months commencing on 1 February each year and ending on 31 January in the following year.
Secretary	means a person appointed as secretary of the Company and includes any person appointed to perform the duties of secretary.
Securities	includes shares, rights to shares, options to acquire shares and other securities with rights of conversion to equity.
Security Holder	means a holder of Securities of the Company in accordance with the Corporations Act.
Share Issue Agreement	means an agreement entered into between a Shareholder and the Company, in a form prescribed by the Board from time to time, where a Shareholder agrees to purchase shares in the Company on

Term	Definition
	the terms and conditions set out in the agreement.
Shareholder	means a member in accordance with the Corporations Act.
Shareholders Present	means Shareholders present and entitled to vote at a general meeting of the Company in person or by duly appointed representative, proxy or attorney.
Shareholding Account	means an entry made in the Register in respect of a Shareholder for the purpose of providing a separate identification of some or all of the shares registered from time to time in the name of the Shareholder.
Specified Shares	has the meaning provided in rule 4.7.
Supply Agreement	means an agreement entered into between a Shareholder and the Company, in a form prescribed by the Board from time to time, for the supply and purchase of macadamia nuts, where the terms of the Supply Agreement must include that the number of shares held by a Shareholder does not exceed 200 shares for each 4047 square metres of land planted with macadamia trees at a commercially viable density and owned, leased or otherwise in possession of such Shareholder and on other terms.
Supply Conditions	means the conditions of supply of macadamia nuts by a Shareholder to the Company as provided for in this Constitution and in the Supply Agreement.
Surplus Assets	in the event of the winding up of the Company, means any net assets and any undistributed profits that the Company's liquidator determines, in its absolute discretion, may be returned to Shareholders after all debts and claims have been discharged by the Company in accordance with the Corporations Act (including any share capital subscribed in respect of redeemable preference shares which are required to be repaid in accordance with this document).

2.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a rule, schedule, annexure or party is a reference to a rule of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;

- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.
- (l) the headings do not affect the construction of these rules; and
- (m) an expression used in a particular part, division, schedule or regulation of the Corporations Act that is given a special meaning has, in any of these rules that deals with a matter dealt with by that part, division, schedule or regulation, unless the contrary intention appears, the same meaning as in that part, division, schedule or regulation.

3 Shares

3.1 Issue of shares and options

Without prejudice to any special rights conferred on the holders of any shares, any share in the capital of the Company may be issued with preferred, deferred or other special rights, obligations or restrictions, whether in regard to dividends, voting, return of share capital, payment of Calls or otherwise, as the Board may from time to time determine. Except as provided by contract or these rules to the contrary, all unissued shares are under the control of the Board which may grant options to any person to subscribe for such shares, issue option certificates in respect of the shares, allot or otherwise dispose of the shares on the terms and conditions and for the consideration it thinks fit. The Company is to maintain a register of options in accordance with the Corporations Act.

3.2 Power to pay commission and brokerage

The Company may pay a commission to any person in consideration of the person subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolutely or conditionally, for any shares in the Company. The commission may be paid or satisfied in cash or in shares, debentures or debenture stock of the Company or otherwise. The Company may in addition to or instead of commission pay any brokerage permitted by law.

3.3 Surrender of shares

In its discretion, the Board may accept a surrender of shares by way of compromise of any question as to whether or not those shares have been validly issued or in any other case where the surrender is within the powers of the Company. Any shares surrendered may be sold or re-issued in the same manner as forfeited shares.

3.4 Joint holders

Where two or more persons are registered as the holders of any shares, they are deemed to hold the shares as joint tenants with benefits of survivorship subject to the following provisions:

- (a) **(number of holders)** the Company is not bound to register more than three persons as the holders of the shares (except in the case of trustees, executors or administrators of a deceased Shareholder);
- (b) **(liability for payments)** the joint holders of the shares are liable severally as well as jointly in respect of all payments which ought to be made in respect of the shares;
- (c) **(death of joint holder)** on the death of any one of the joint holders, the survivor is the only person recognised by the Company as having any title to the shares but the Board may require evidence of death;
- (d) **(power to give receipt)** any one of the joint holders may give a receipt for any dividend, bonus or return of capital payable to the joint holders;
- (e) **(notices and certificates)** only the person whose name stands first in the Register as one of the joint holders of the shares is entitled, if the Company is required by the Corporations Act to issue certificates for shares, to delivery of a certificate relating to the shares or to receive notices from the Company and any notice given to that person is deemed notice to all the joint holders; and
- (f) **(votes of joint holders)** any one of the joint holders may vote at any meeting of the Company either personally or by duly authorised representative, proxy or attorney, in respect of the shares as if that joint holder was solely entitled to the shares. If more than one of the joint holders are present at any meeting personally or by duly authorised representative, proxy or attorney, the joint holder who is present whose name stands first in the Register in respect of the shares is entitled alone to vote in respect of the shares.

3.5 Non-recognition of equitable interests, etc.

Except as otherwise provided in these rules, the Company is entitled to treat the registered holder of any share as the absolute owner of the share and is not, except as ordered by a Court or as required by statute, bound to recognise (even when having notice thereof) any equitable or other claim to or interest in the share or the part of any other person.

3.6 Issue of redeemable preference shares

Subject to the Corporations Act, any redeemable preference shares are liable to be redeemed at the option of the Company and otherwise on such terms and in such manner as the Board determines before the issue.

3.7 Variation of rights

- (a) The rights attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of members with at least 75% of the votes in the class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
- (b) The rights conferred upon the holders of the shares of any class issued with preferred or other rights are, unless otherwise expressly provided by the terms of issue of the shares

of that class, deemed not to be varied by the creation or issue of further shares ranking equally with the first-mentioned shares.

4 Restrictions on Shareholdings

4.1 Ordinary shares

Ordinary shares must only be held by persons reasonably determined by the Board to be Active Growers in accordance with rules 4.2 and 4.3.

4.2 Supply Conditions

- (a) Unless determined otherwise by the Board under rule 4.2(b), a Shareholder must meet certain Supply Conditions in order to be deemed an Active Grower. These Supply Conditions include supplying:
 - (i) macadamia nuts to the Company in accordance with the Supply Agreement;
 - (ii) the Company with macadamia nuts grown on land the subject of the Share Issue Agreement and the Supply Agreement which is owned or leased by or otherwise in the possession of the holder of the shares (or its Associate), and not from any other source, provided the macadamia nuts are of a standard acceptable to the Company.
- (b) In the event a person is unable to meet any of the Supply Conditions as a direct or indirect consequence of a Force Majeure Event or Personal Hardship, then the Board may, in its absolute discretion, waive any of the Supply Conditions, such that the person will be deemed to be an Active Grower, notwithstanding any failure to supply macadamia nuts.

4.3 Active Growers

A person will be deemed to be an Active Grower if the Board is satisfied that they:

- (a) are a grower of macadamia nuts in Australia;
- (b) are a party to a Supply Agreement with the Company and remain a party to a Supply Agreement for so long as they hold shares; and
- (c) have met the Supply Conditions.

4.4 Prohibited Shareholding Interests

A person must not have a Prohibited Shareholding Interest.

4.5 Requirement to dispose of shares

A person who has a Prohibited Shareholding Interest must dispose of, or cause to be disposed of, as many of the shares in the Company so as to ensure that, after the disposal, the person no longer has a Prohibited Shareholding Interest.

4.6 Board may request information

The Board may, by notice in writing served on a person who has, or is suspected by the Board of having, any legal or beneficial interest in any shares in the Company or any voting power in the

Company, require the person to furnish information specified in the notice for the purpose of determining whether that person or any other person has, or is taking action to acquire, a Prohibited Shareholding Interest. A person served with such a notice must provide the required information within seven days of receiving the notice (unless the Board specifies a longer period).

4.7 Board may give Shareholder notice

If the Board becomes aware that a person has a Prohibited Shareholding Interest, the Board must serve a notice on that person (or an Associate of that person) requiring the person served (**Notified Person**) to dispose of, or cause to be disposed of, the number of shares specified in the notice (**Specified Shares**). The number of the Specified Shares must be that number which, in the opinion of the Board, is required to be disposed of to ensure that after the disposal no person is in breach of this rule 4.4. The notice must also specify that the Specified Shares must be disposed of:

- (a) within a period (**Prescribed Period**) specified in the notice by the Board (being a period not less than 3 months and not more than 6 months); and
- (b) to a person other than an Associate of the Notified Person.

4.8 Board may exercise power of attorney to sell Specified Shares

If the Notified Person fails to comply with the notice within the Prescribed Period, the Board must use all reasonable endeavours, to sell the Specified Shares on behalf of the relevant holder within 1 month of the end of the Prescribed Period or within such longer period as the Board requires to sell the Specified Shares and for the purposes of such a sale, the Notified Person:

- (a) irrevocably appoints any Director as its agent and attorney with power to complete any sale of the Specified Shares held by that Notified Person under this document and to do anything on behalf of the Notified Person that it is required to do, but has failed to do, under this document, including the power for that Director on behalf of that Shareholder to:
 - (i) sign all necessary documentation to complete the sale;
 - (ii) warrant and represent, and it is a condition of this document, that the Notified Person has the capacity to enter into the documents and has good title to all its Specified Shares, free from any encumbrance;
 - (iii) receive the purchase money and hold it on trust for that Notified Person; and
 - (iv) sign a receipt for the purchase money as a good discharge of the purchaser's obligations;
- (b) declares that it is bound by, and will ratify and confirm, anything done by any Director under this power of attorney; and
- (c) declares that this power of attorney is given for valuable consideration and is irrevocable.

4.9 Sale of Specified Shares to Directors

The Specified Shares sold in accordance with this rule may not be sold to a Director or an Associate of a Director unless those shares:

- (a) have first been offered for sale to all other Shareholders and have not been taken up by them; and

- (b) are sold or disposed of on the same terms and conditions on which they were offered to the other Shareholders.

4.10 Consideration for shares

The holder of the shares divested under this rule 4 is entitled to the consideration from the sale of the shares, less any expenses incurred by the Board in selling, or otherwise dealing with, those shares.

4.11 Rights attaching to Prohibited Shareholding Interest

Notwithstanding any other rule set out in this document, where a person has a Prohibited Shareholding Interest, any voting and dividend rights attaching to those shares in the Company in which the person and the person's Associates have a Relevant Interest are suspended.

4.12 Shareholders' acknowledgement

The exercise of the powers given to the Board under this rule 4 may cause individual Shareholders considerable disadvantage but the Shareholders acknowledge that such a result may be necessary to enable the enforcement of the prohibitions referred to in this rule.

5 Classes of shares

5.1 Share classes

The share capital of the Company is divided into classes as follows:

- (a) A class shares;
- (b) ordinary shares;
- (c) redeemable preference shares; and
- (d) any other share classes issued by the Board from time to time in accordance with rule 3.1.

5.2 Rights attaching to A class shares

Rights, privileges and conditions attaching to A class shares are as follows:

- (a) holders of A class shares will have the right to a return of capital after holders of redeemable preference shares, and then *pari passu* with holders of ordinary shares, in the event of winding up of the Company;
- (b) holders of A class shares will be entitled to participate in a distribution of Surplus Assets in the event of winding up of the Company;
- (c) holders of A class shares will not be entitled to participate in any dividends;
- (d) holders of A class shares are entitled to receive notice of and to attend any general meeting of the Company but will not be entitled to any right to vote at such meetings except in one or more of the following circumstances:
 - (i) on proposal to reduce share capital of the Company;

- (ii) on a proposal that affects rights attaching to A class shares;
 - (iii) on a proposal for disposal of the whole property, business and undertaking of the Company;
 - (iv) on a resolution to approve the terms of a buy back agreement; or
 - (v) during the winding up of the Company;
- (e) if the Board determines that the A class shares of a Shareholder should be converted to ordinary shares on terms set out in the constitution, then the Board must serve the holder of A class shares with a notice deeming the holder of A class shares to be an Active Grower, and then all A class shares held by the Shareholder must be converted into ordinary shares by resolution of the Board within 42 days after the notice has been served.

5.3 Rights attaching to ordinary shares

Rights, privileges and conditions attaching to ordinary shares are as follows:

- (a) holders of ordinary shares will have the right to a return of capital after holders of redeemable preference shares, and then *pari passu* with holders of A class shares, in the event of winding up of the Company;
- (b) holders of ordinary shares will be entitled to participate in a distribution of Surplus Assets in the event of winding up of the Company;
- (c) holders of ordinary shares will be entitled to participate in any dividends declared by the Board;
- (d) holders of ordinary shares will be entitled to cast one vote for each ordinary share held at a general meeting of the Company;
- (e) if the Board determines that the ordinary shares of a Shareholder should be converted to A class shares on terms set out in the constitution, then the Board must serve the holder of ordinary shares with a notice deeming the holder of ordinary shares to no longer be an Active Grower, and then all ordinary shares held by the Shareholder must be resolved to be converted into A class shares by resolution of the Board within 42 days after the notice has been served.

5.4 Rights attaching to redeemable preference shares

Rights, privileges and conditions attaching to redeemable preference shares are as follows:

- (a) holders of redeemable preference shares will have the right to a return of capital up to the amount of the total issue price paid or credited as being paid on the shares in priority, ahead of the holders of any other class of shares, in the event of winding up of the Company;
- (b) holders of redeemable preference shares will not participate in a distribution of Surplus Assets in the event of winding up of the Company;
- (c) holders of redeemable preference shares will be entitled to participate in any dividend declared by the Board:
 - (i) in priority to the holders of any other class of shares; and

- (ii) those dividends will be non-cumulative.
- (d) holders of redeemable preference shares are entitled to receive notice of and to attend any general meeting of the Company but will not be entitled to any right to vote at such meetings except in one or more of the following circumstances:
 - (i) on proposal to reduce share capital of the Company;
 - (ii) on a proposal that affects rights attaching to redeemable preference shares;
 - (iii) on a proposal for disposal of the whole property, business and undertaking of the Company;
 - (iv) on a resolution to approve the terms of a buy back agreement; or
 - (v) during the winding up of the Company;
- (e) subject to the Corporations Act, redeemable preference shares are liable to be redeemed at the option of the Company.

6 Certificates

6.1 Availability of certificates

Notwithstanding rule 3.4(e), it is a condition of issue of any shares that the Company need not have ready for delivery any certificate relating to those shares unless the person who is registered as the current holder of the shares makes a request in writing for the Company to complete and deliver the share certificates in which case the Company must do so within one calendar month of receipt by the Company of such a request. Where the Company is required to issue certificates for shares, every Shareholder is entitled, without payment, to one certificate for the shares registered in that Shareholder's name or to several certificates in reasonable denominations, each for a part of the shares.

6.2 Forwarding of certificates

The Company may send any certificate to a Shareholder by prepaid post addressed to the Shareholder at that Shareholder's Registered Address or as is otherwise directed by the Shareholder and every certificate so sent shall be at the risk of the Shareholder entitled thereto.

6.3 How certificates are issued

If the Board wishes to issue certificates for shares, or where the Company is required by the Corporations Act to issue certificates for shares, share certificates may be issued under the Seal or by authority of the Board (whether or not in accordance with rule 22.3) in any form prescribed by the Board permitted under the Corporations Act and are to be signed in any manner determined by the Board.

6.4 Old or defaced certificates

If a certificate is worn out or defaced, upon production of the certificate to the Company, the Board may order it to be cancelled and may issue a new certificate.

6.5 Indemnity to Company

If a certificate is lost, stolen or destroyed, upon the giving of such indemnity (if any) and any evidence that the certificate has been lost, stolen or destroyed which the Board may require and upon the payment of any fee the Board may from time to time determine, a new certificate may be issued instead of the lost, stolen or destroyed certificate. A certificate issued to replace a certificate which has been lost, stolen or destroyed may be endorsed as having been issued instead of a lost, stolen or destroyed certificate.

7 Calls

7.1 Power to make Calls

Subject to the terms upon which any shares may have been issued, the Board may make Calls from time to time upon the Shareholders in respect of all moneys unpaid on their shares. Each Shareholder is liable to pay the amount of each Call in the manner, at the time and at the place specified by the Board. Calls may be made payable by instalments.

7.2 Obligation for Calls

The Company may make different arrangements for Shareholders in respect of the amount to be paid on Calls and the time for payment of the Calls.

7.3 When a Call is made

A Call is deemed to have been made at the time when the resolution of the Board authorising the Call was passed. The Call may be revoked or postponed at the discretion of the Board at any time prior to the date on which payment in respect of the Call is due.

7.4 Interest on the late payment of Calls

If any sum payable in respect of a Call is not paid on or before the date for payment, the Shareholder from whom the sum is due is to pay interest on the unpaid amount from the due date to the date of payment at the rate the Board from time to time determines. The Board may waive the whole or part of any interest paid or payable under this rule.

7.5 Instalments

If, by the terms of an issue of shares, any amount is payable in respect of any shares by instalments, every instalment is payable as if it is a Call duly made by the Board of which due notice had been given, and all provisions of these rules with respect to the payment of Calls and of interest or to the forfeiture of shares for non-payment of Calls or with respect to liens or charges apply to the instalment and to the shares in respect of which it is payable.

7.6 Payment in advance of Calls

If the Board thinks fit it may receive from any Shareholder all or any part of the moneys unpaid on all or any of the shares held by that Shareholder beyond the sums actually called up and then due and payable either as a loan repayable or as a payment in advance of Calls. The Company may pay interest on the moneys advanced at the rate and on the terms agreed by the Board and the Shareholder paying the sum in advance.

7.7 Non-receipt of notice of Call

Notice of any Call is to be in writing including such information as the Corporations Act may require, but the non-receipt of a notice of any Call by, or the accidental omission to give notice of any Call to, any Shareholder does not invalidate the Call.

8 Forfeiture and lien

8.1 Notice requiring payment of sums payable

If any Shareholder fails to pay any sum payable on or in respect of any shares, either for allotment money, Calls or instalments, on or before the day for payment, the Board may, at any time after the day specified for payment whilst any part of the sum remains unpaid, serve a notice on the Shareholder requiring that Shareholder to pay the sum together with interest accrued and all expenses incurred by the Company by reason of the non-payment.

8.2 Time and place for payment

The notice referred to in rule 8.1 is to name a day on or before which the sum, interest and expenses (if any) are to be paid and the place where payment is to be made. The notice is also to state that, in the event of non-payment at or before the time and at the place specified, the shares in respect of which the sum is payable will be liable to be forfeited.

8.3 Forfeiture on non-compliance with notice

If there is non-compliance with the requirements of any notice given pursuant to rule 8.1, any shares in respect of which notice has been given may, at any time after the day specified in the notice for payment whilst any part of allotment moneys, Calls, instalments, interest and expenses (if any) remains unpaid, be forfeited by a resolution of the Board to that effect. The forfeiture is to include all dividends, interest and other moneys payable by the Company in respect of the forfeited shares and not actually paid before the forfeiture.

8.4 Notice of forfeiture

When any share is forfeited, notice of the resolution of the Board is to be given to the Shareholder in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture and the date of forfeiture is to be made in the Register. Failure to give notice or make the entry as required by this rule does not invalidate the forfeiture.

8.5 Disposal of forfeited shares

Any forfeited share is deemed to be the property of the Company and the Board may sell or otherwise dispose of or deal with the share in any manner it thinks fit and with or without any money paid on the share by any former holder being credited as paid up.

8.6 Annulment of forfeiture

The Board may, at any time before any forfeited share is sold or otherwise disposed of, annul the forfeiture of the share upon any condition it thinks fit.

8.7 Liability notwithstanding forfeiture

Any Shareholder whose shares have been forfeited is, notwithstanding the forfeiture, liable to pay and is obliged forthwith to pay to the Company all sums of money, interest and expenses owing upon or in respect of the forfeited shares at the time of forfeiture, together with expenses

and interest from that time until payment at the rate the Board from time to time determines. The Board may enforce the payment or waive the whole or part of any sum paid or payable under this rule as it thinks fit.

8.8 Company's lien or charge

The Company has a first and paramount lien or charge for unpaid Calls, instalments, interest due in relation to any Calls or instalments and any amounts the Company is called upon by law to pay in respect of the shares of a Shareholder upon shares registered in the name of the Shareholder in respect of which the Calls, instalments and interest are due and unpaid (whether presently payable or not) or in respect of which the amounts are paid and upon the proceeds of sale of the shares. The lien or charge extends to all dividends and bonuses from time to time declared in respect of the shares provided that, if the Company registers a transfer of any shares upon which it has a lien or charge without giving the transferee notice of any claim it may have at that time, the shares are freed and discharged from the lien or charge of the Company in respect of that claim.

8.9 Sale of shares to enforce lien

The Company may do all such things as may be necessary or appropriate for it to do to effect a transfer or to protect any lien, charge or other right to which it may be entitled under any law or these rules.

8.10 Title of shares forfeited or sold to enforce lien

- (a) In a sale or a re-allotment of forfeited shares or in the sale of shares to enforce a lien or charge, an entry in the Board's minute book that the shares have been forfeited, sold or re-allotted in accordance with these rules is sufficient evidence of that fact as against all persons entitled to the shares immediately before the forfeiture, sale or re-allotment of the shares. The Company may receive the purchase money or consideration (if any) given for the shares on any sale or re-allotment.
- (b) In a re-allotment, a certificate signed by a Director or the Secretary to the effect that the shares have been forfeited and the receipt of the Company for the price of the shares constitutes a good title to them.
- (c) In a sale, the Company may appoint a person to execute or effect a transfer in favour of the person to whom the shares are sold.
- (d) Upon the issue of the receipt or the execution of the transfer the person to whom the shares have been re-allotted or sold is to be registered as the holder of the shares, discharged from all Calls or other money due in respect of the shares prior to the re-allotment or purchase and the person is not bound to see to the regularity of the proceedings or to the application of the purchase money or consideration; nor is the person's title to the shares affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale or re-allotment.
- (e) The net proceeds of any sale or re-allotment are to be applied first in payment of all costs of or in relation to the enforcement of the lien or charge or the forfeiture (as the case may be) and of the sale or re-allotment, next in satisfaction of the amount in respect of which the lien exists as is then payable to the Company (including interest) and the residue (if any) paid to, or at the direction of, the person registered as the holder of the shares immediately prior to the sale or re-allotment or to the person's executors, administrators or assigns upon the production of any evidence as to title required by the Board.

- (f) If a certificate for the shares is not produced to the Company, the Board may, where the Company is required by the Corporations Act to issue certificates for shares, issue a new certificate distinguishing it from the certificate (if any) which was not produced.

9 Payments by the Company

9.1 Payments by the Company

If any law of any place imposes or purports to impose any immediate or future or possible liability on the Company to make any payment or empowers any government or taxing authority or government official to require the Company to make any payment in respect of any Securities held either jointly or solely by any holder or in respect of any transfer of those Securities or in respect of any interest, dividends, bonuses or other moneys due or payable or accruing due or which may become due or payable to the holder by the Company on or in respect of any Securities or for or on account or in respect of any holder of Securities, whether in consequence of:

- (a) the death of the holder;
- (b) the non-payment of any income tax or other tax by the holder;
- (c) the non-payment of any estate, probate, succession, death, stamp or other duty by the holder or the trustee, executor or administrator of that holder or by or out of the holder's estate;
- (d) any assessment of income tax against the Company in respect of interest or dividends paid or payable to the holder; or
- (e) any other act or thing,

the Company may exercise any of the rights set out in rule 9.2.

9.2 Rights of the Company

In each of the situations described in rules 9.1(a) to 9.1(e) the Company:

- (a) is to be fully indemnified from all liability by the holder or the holder's trustee, executor or administrator and by any person who becomes registered as the holder of the Securities on the distribution of the deceased holder's estate;
- (b) has a lien or charge upon the Securities for all moneys paid by the Company in respect of the Securities under or in consequence of any law;
- (c) has a lien upon all dividends, bonuses and other moneys payable in respect of the Securities registered in the Register as held either jointly or solely by the holder for all moneys paid or payable by the Company in respect of the Securities under or in consequence of any law, together with interest at a rate the Board may determine from time to time from the date of payment to the date of repayment, and may deduct or set off against any dividend, bonus or other moneys payable any moneys paid or payable by the Company together with interest;
- (d) may recover as a debt due from the holder or the holder's trustee, executor or administrator or any person who becomes registered as the holder of the Securities on the distribution of the deceased holder's estate, any moneys paid by the Company under or in consequence of any law which exceed any dividend, bonus or other money then

due or payable by the Company to the holder together with interest at a rate the Board may determine from time to time from the date of payment to the date of repayment; and

- (e) may, if any money is paid or payable by the Company under any law, refuse to register a transfer of any Securities by the holder or the holder's trustee, executor or administrator until the money and interest is set off or deducted or, in case the money and interest exceeds the amount of any dividend, bonus or other money then due or payable by the Company to the holder, until the excess is paid to the Company.

9.3 Rights not prejudiced

Nothing in rules 9.1 or 9.2 prejudices or affects any right or remedy which any law confers on the Company, and, as between the Company and each holder, each holder's trustee, executor, administrator and estate, any right or remedy which the Corporations Act confers on the Company is enforceable by the Company.

10 Transfer and transmission of Securities

10.1 Instrument of transfer

Subject to these rules, a Security Holder may transfer all or any of the Security Holder's Securities by any instrument in writing in any usual or common form or in any other form that the Directors approve.

10.2 Registration procedure

Where an instrument of transfer referred to in rule 10.1 is to be used by a Security Holder to transfer Securities the following provisions apply:

- (a) it must be executed by or on behalf of both the transferor and the transferee unless it is a sufficient transfer of marketable Securities within the meaning of the Corporations Act;
- (b) the instrument of transfer must be left for registration with the Company, or, if applicable, at the share registry of the Company, accompanied by the certificate for the Securities to which it relates (if any) and such information as the Directors properly require to show the right of the transferor to make the transfer, and in that event, the Company must, subject to the powers vested in the Directors by these rules, register the transferee as a Security Holder;
- (c) the Company must register all registrable transfer forms, split certificates, renunciations and transfers, issue certificates and transmission receipts and mark or note transfer forms without charge except in the case the Company issues a certificate for Securities where the issue of a certificate is to replace a lost or destroyed certificate; and
- (d) on registration of a transfer of Securities, the Company must cancel the old certificate (if any).

10.3 Entry in the Register

A transferor of Securities remains the holder of the Securities transferred until the transfer (if any) is registered and the name of the transferee is entered in the Register in respect of the Securities. The right to any dividends declared on any shares subject to a transfer will be determined by reference to the record date for the purposes of that dividend and the date of registration of the transfer.

10.4 Closing Register

Subject to the provisions of the Corporations Act, the Register may be closed at any time the Board thinks fit.

10.5 Right to refuse registration

Notwithstanding any other provisions contained in these rules, the Company may, in the Directors' absolute discretion and without assigning any reason therefore, refuse to register or may prevent or interfere with the registration of a transfer of Securities in the Company.

10.6 Transmission by death

The trustee, executor or administrator of a deceased Shareholder (who is not one of several joint holders) is the only person recognised by the Company as having any title to Securities registered in the name of the deceased Shareholder provided that the Board may, subject to compliance by the transferee with these rules, register any transfer signed by a Shareholder prior to the Shareholder's death notwithstanding that the Company has notice of the Shareholder's death.

10.7 Transmission by operation of law

A person who establishes to the satisfaction of the Board that the right to any Securities has devolved on the person by will or by operation of law may be registered as a Shareholder in respect of the Securities or may (subject to the provisions in these rules relating to transfers) transfer the Securities provided that the Board has the same right to refuse to register the person as if the person was the transferee named in an ordinary transfer presented for registration.

11 General meetings

11.1 General meetings

- (a) General meetings of the Company may be called and held at the times and places and in the manner determined by the Board. Except as permitted by the Corporations Act, the Shareholders may not convene a meeting of the Company. By resolution of the Board any general meeting (other than a general meeting which has been requisitioned or called by Shareholders in accordance with the Corporations Act) may be cancelled or postponed prior to the date on which it is to be held.
- (b) The Chairman of a general meeting may refuse admission to, or require to leave and remain out of, the meeting any person:
 - (i) in possession of a pictorial-recording or sound-recording device;
 - (ii) in possession of a placard or banner;
 - (iii) in possession of an object considered by the Chairman to be dangerous, offensive or liable to cause disruption;
 - (iv) who refuses to produce or to permit examination of any object, or the contents of any object or container, in the person's possession;
 - (v) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or

- (vi) who is not a Shareholder (or a proxy, attorney or representative of a Shareholder), a Director, or an auditor of the Company.
- (c) A person, whether or not a Shareholder, who is invited by the Board or the Chairman to attend a general meeting, is entitled to be present.

11.2 Notice of general meeting

- (a) Not less than 21 days' notice of a general meeting must be given by the Board in the form and in the manner the Board thinks fit including notice of any general meeting at which the Board proposes or these rules require that an election of Directors be held. Notice of meetings shall be given to the Shareholders and to such persons as are entitled under these rules or the Corporations Act to receive notice. The non-receipt of a notice of any general meeting by, or the accidental omission to give notice to, any person entitled to notice does not invalidate any resolution passed at that meeting.
- (b) If the meeting is to be held at two or more places the notice is to set out details of the technology that will be used to facilitate such a meeting and any other matters required to be stated by the Corporations Act in relation to the use of such technology.

12 Proceedings of meetings

12.1 Business of general meetings

- (a) The business of an annual general meeting is to receive and consider the financial and other reports required by the Corporations Act to be laid before each annual general meeting, to elect Directors in the place of those retiring under these rules, when relevant to appoint an auditor, and to transact any other business which, under these rules, is required to be transacted at any annual general meeting. All other business transacted at an annual general meeting and all business transacted at other general meetings is deemed to be special. Except with the approval of the Board, with the permission of the Chairman or pursuant to the Corporations Act, no person may move at any meeting either:
 - (i) in regard to any special business of which notice has not been given under rule 11.2, any resolution or any amendment of a resolution; or
 - (ii) any other resolution which does not constitute part of special business of which notice has been given under rule 11.2.
- (b) The auditors and their representative are entitled to attend and be heard on any part of the business of a meeting which concerns the auditors. The auditors or their representative, if present at the meeting, may be questioned by the Shareholders, as a whole, about the audit.

12.2 Powers of general meeting

The Company may subject to the provisions of the Corporations Act from time to time by ordinary resolution:

- (a) alter the number of Directors under rule 14.1;
- (b) remove any Director from office or appoint a Director as provided for at rules 14 and 16.

12.3 Quorum

Ten Shareholders Present constitute a quorum for a general meeting except if the Company is a wholly owned subsidiary or otherwise has only one Shareholder or where a class of members is constituted by one member. No business may be transacted at any meeting except the election of a Chairman and the adjournment of the meeting unless the requisite quorum is present at the commencement of the business.

12.4 Adjournment in absence of quorum

If, within 30 minutes after the time specified for a general meeting, a quorum is not present, the meeting, if convened upon a requisition or called by Shareholders, is to be dissolved and in any other case it is to be adjourned to the same day in the next week (or, where that day is not a Business Day, the Business Day next following that day) at the same time and place and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time specified for holding the meeting, the meeting is to be dissolved.

12.5 Chairman

(a) The Chairman of the Board is entitled to take the chair at every general meeting.

(b) If, at any general meeting:

(i) the Chairman of the Board is not present at the specified time for holding the meeting; or

(ii) the Chairman of the Board is present but is unwilling to act as Chairman of the meeting,

the deputy Chairman of the Board is entitled to take the chair at the meeting.

(c) If, at any general meeting:

(i) there is no Chairman of the Board or deputy Chairman of the Board;

(ii) the Chairman of the Board and deputy Chairman of the Board are not present at the specified time for holding the meeting; or

(iii) the Chairman of the Board and the deputy Chairman of the Board are present but each is unwilling to act as Chairman of the meeting,

the Directors present may choose another Director as Chairman of the meeting and if no Director is present or if each of the Directors present are unwilling to act as Chairman of the meeting, a Shareholder chosen by the Shareholders Present is entitled to take the chair at the meeting.

12.6 Acting Chairman

If during any general meeting the Chairman acting pursuant to rule 12.5 is unwilling to act as chairman for any part of the proceedings, the Chairman may withdraw as Chairman during the relevant part of the proceedings and may nominate any person who immediately before the general meeting was a Director or who has been nominated for election as a Director at the meeting to be Acting Chairman of the meeting during the relevant part of the proceedings. Upon the conclusion of the relevant part of the proceedings the Acting Chairman is to withdraw and the Chairman is to resume acting as Chairman of the meeting.

12.7 General conduct of meeting

Except as provided by the Corporations Act, the general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are as determined by the Chairman. The Chairman may at any time the Chairman considers it necessary or desirable for the proper and orderly conduct of the meeting demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Shareholders Present. The Chairman may require the adoption of any procedure which is in the Chairman's opinion necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.

12.8 Adjournment

The Chairman may at any time during the course of the meeting adjourn from time to time and place to place the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion and may adjourn any business, motion, question, resolution, debate or discussion either to a later time at the same meeting or to an adjourned meeting. If the Chairman exercises a right of adjournment of a meeting pursuant to this rule, the Chairman has the sole discretion to decide whether to seek the approval of the Shareholders Present to the adjournment and, unless the Chairman exercises that discretion, no vote may be taken by the Shareholders Present in respect of the adjournment. No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

12.9 Voting

- (a) Each question submitted to a general meeting is to be decided in the first instance by a show of hands of the Shareholders Present. Subject to rule 12.9(b), in the case of an equality of votes, the Chairman has, both on a show of hands and at a poll, a casting vote in addition to the vote or votes to which the Chairman may be entitled as a Shareholder or as a proxy, attorney or duly appointed representative of a Shareholder.
- (b) On a show of hands, where the Chairman has two or more appointments that specify different ways to vote on a resolution, the Chairman must not vote as proxy but has a casting vote in the case of an equality of votes cast by Shareholders entitled to vote at the meeting.

12.10 Declaration of vote on a show of hands

At any meeting, unless a poll is demanded, a declaration by the Chairman that a resolution has been passed or lost, having regard to the majority required, and an entry to that effect in the book to be kept of the proceedings of the Company signed by the Chairman of that or the next succeeding meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution. A poll may be demanded:

- (a) before a vote is taken;
- (b) before the voting results on a show of hands are declared; or
- (c) immediately after the voting results on a show of hands are declared.

12.11 When poll demanded

No poll may be demanded on the election of a Chairman of a meeting. Otherwise, a poll may be demanded by:

- (a) the Chairman;
- (b) at least five Shareholders Present entitled to vote on the resolution;
- (c) by a Shareholder or Shareholders Present with at least 5% of the votes that may be cast on the resolution on a poll.

12.12 Taking a poll

If a poll is demanded as provided in rule 12.11, it is to be taken in the manner and at the time and place as the Chairman directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn. In the case of any dispute as to the admission or rejection of a vote, the Chairman's determination in respect of the dispute made in good faith is final.

12.13 Continuation of business

A demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting immediately and without adjournment.

12.14 Special meetings

All the provisions of these rules as to general meetings apply to any special meeting of any class of Shareholders which may be held pursuant to the operation of these rules or the Corporations Act.

13 Votes of Shareholders

13.1 Voting rights

Subject to the restrictions on voting from time to time affecting any class of shares and subject to rules 3.4(f), 13.4 and 13.8:

- (a) on a show of hands, each Shareholder Present and entitled to vote has one vote;
- (b) where a Shareholder has appointed two persons as proxies for that Shareholder, neither proxy may vote on a show of hands;
- (c) where a person is entitled to vote by virtue of rule 13.3 in more than one capacity, that person is entitled only to one vote on a show of hands;
- (d) if the person appointed as proxy has two or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands; and
- (e) on a poll, each Shareholder Present and entitled to vote:
 - (i) has one vote for each fully paid share held; and
 - (ii) has for each share which is not fully paid a fraction of a vote equivalent to the proportion which the amount paid up on that share bears to the total issue price for that share.

13.2 Voting rights of personal representatives

Any person entitled under rules 10.6 and 10.7 to transfer any shares may vote at a general meeting in the same manner as if the person were the registered holder of the shares provided that at least 48 hours before the time of holding the meeting at which the person proposes to vote the person has satisfied the Board of the person's right to transfer the shares, unless the Board has previously admitted the person's right to vote at the meeting in respect of the shares.

13.3 Appointment of proxies

- (a) Any Shareholder entitled to vote at a general meeting may appoint a proxy. Any Shareholder who is entitled to cast two or more votes at a general meeting may appoint not more than two proxies to vote at a general meeting on that Shareholder's behalf and may, but need not, direct the proxy or proxies how to vote in relation to each or any resolution.
- (b) A proxy need not be a Shareholder in the Company.
- (c) Where a Shareholder appoints two proxies and each proxy is not appointed to represent a specified proportion or number of the Shareholder's voting rights, then each proxy may exercise half of the Shareholder's voting rights.
- (d) The instrument appointing a proxy (and the power of attorney, if any, under which it is signed or proof of the power of attorney to the satisfaction of the Board) must be deposited duly stamped (if necessary) at the Office, faxed to the Office or deposited, faxed or sent by electronic mail to any other place specified in the notice of meeting, at least 48 hours (or a lesser period as the Directors may determine and stipulate in the notice of meeting) before the time for holding the meeting or adjourned meeting or poll at which the person named in the instrument proposes to vote.
- (e) No instrument appointing a proxy is, except as provided in this rule, valid after the expiration of 12 months after the date of its execution. Any Shareholder may deposit at the Office an instrument duly stamped (if necessary) appointing a proxy and the appointment is valid for all or any stipulated meetings of the Company until revocation.

13.4 Voting by corporation

Any corporation, being a Shareholder and entitled to vote, may by resolution of its directors or other governing body or by an instrument of proxy authorise any person, though not a Shareholder of the Company, or any person occupying a particular office from time to time, to act as its representative, and such representative is, in accordance with their authority and until their authority is revoked by the corporation which they represent, entitled to exercise the same powers at meetings on behalf of the corporation which they represent as that corporation could exercise if it were a natural person who was a Shareholder and exercise any other powers permitted to be exercised by a body corporate representative under the Corporations Act.

13.5 Validity of vote

A vote given in accordance with the terms of an instrument of proxy or power of attorney is valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument of proxy or power of attorney or transfer of the shares in respect of which the vote is given, provided no notice in writing of the death, unsoundness of mind, revocation or transfer has been received at the Office before the meeting or any adjourned meeting. A proxy is not revoked by the principal attending and taking part in the meeting, unless the principal actually votes at the meeting on the resolution for which the proxy is proposed to be used.

13.6 Form and execution of instrument of proxy

- (a) An instrument appointing a proxy is required to be in writing signed by the appointor or the attorney of the appointor or, if the appointor is a corporation, under its common seal or signed by a duly authorised officer and in the form which the Board may from time to time prescribe to accept.
- (b) The instrument of proxy is deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specifically directed to vote for or against any proposal) the power to act generally at the meeting for the person giving the proxy.
- (c) An instrument appointing a proxy, unless the contrary is stated, is valid for any adjournment of the meeting, as well as for the meeting to which it relates. Any duly signed proxy which is incomplete may be completed by the Secretary on authority from the Board and as permitted by the Corporations Act and the Board may authorise completion of the proxy by the insertion of the name of any member of the Board as the person in whose favour the proxy is given.

13.7 Board to issue forms of proxy

Subject to rule 5, the Board may issue with any notice of general meeting of Shareholders or any class of Shareholders forms of proxy for use by the Shareholders. Each form is to make provision for the Shareholder to write in the name of the person or persons to be appointed as proxy and may provide that, if the Shareholder does not so write in one or more names, the proxy are to be one or more persons named on the form. The form may include the names of any of the Directors or of any other persons as suggested proxies. The forms are to be worded so that a proxy may be directed to vote either for or against each or any of the resolutions to be proposed or as the proxy sees fit.

13.8 Attorneys of Shareholders

Any Shareholder may, by duly executed power of attorney, appoint an attorney to act on the Shareholder's behalf at all or certain specified meetings of the Company. Before the attorney is entitled to act under the power of attorney, the power of attorney or proof of the power of attorney to the satisfaction of the Board must be produced for inspection at the Office or any other place the Board may determine from time to time together, in each case, with evidence of the due execution of the power of attorney as required by the Board. The attorney may be authorised to appoint a proxy for the Shareholder granting the power of attorney.

13.9 Rights of Shareholder indebted to company in respect of other shares

Subject to any restrictions from time to time affecting the right of any Shareholder or class of Shareholders to attend any meeting, a Shareholder holding a share in respect of which for the time being no moneys are due and payable to the Company is entitled to be present at any general meeting and to vote and be reckoned in a quorum notwithstanding that moneys are then due and payable to the Company by the Shareholder in respect of any other share held by the Shareholder provided that, upon a poll, a Shareholder is only entitled to vote in respect of shares held by the Shareholder upon which, at the time when the poll is taken, no moneys are due and payable to the Company.

13.10 Written approval to resolutions

- (a) Subject to any contrary provision in the Corporations Act, any resolution which is required to be passed or approved at a general meeting of Shareholders or any class of Shareholders is deemed to have been passed or approved if a written instrument

containing the resolution is approved or consented to by the execution of the instrument by the requisite majority all Shareholders or, as applicable, any class of Shareholders, and the resolution is deemed to have been passed or approved on the date when the last Shareholder executes the instrument.

- (b) A circular resolution instrument is deemed to have been passed or approved:
 - (i) in the case where an ordinary resolution is required where not less than 50% of all Shareholders, or as applicable, any class of Shareholders, have executed the instrument; and
 - (ii) in the case where a special resolution is required, where not less than 75% of all Shareholders, or as applicable, any class of Shareholders, have executed the instrument.
- (c) Separate copies of an instrument may be used for execution purposes if the wording of the resolution contained in the instrument is the same in all copies.
- (d) A facsimile transmission or other document produced by mechanical or electronic means under the name of a Shareholder with the Shareholder's authority is deemed to be a written instrument executed by the Shareholder.

14 Directors

14.1 Number and appointment of Directors

- (a) The number of Directors (not including alternate Directors) is required to be the number, not being less than three nor more than five, which the Board may from time to time determine provided that the Board may not reduce the number below the number of Directors in office at the time of the reduction.
- (b) All Directors are required to be natural persons.

14.2 Power to appoint Directors

The Board has the power at any time to appoint any person as a Director, either to fill a casual vacancy or as an addition to the Board but so that the number of Directors does not exceed the maximum number determined pursuant to rule 14.1(a). Any Director appointed under this rule may hold office only until the next general meeting of the Company and is then eligible for election at that meeting but is not to be taken into account in determining the number of Directors who are to retire by rotation at the meeting.

14.3 Remuneration of Directors

- (a) Subject to rule 14.3(b), the Directors are to be paid out of the funds of the Company as remuneration for their services as Directors, such sum accruing from day to day as the Shareholders determine, to be divided among them in such proportion and manner as they agree or in default of agreement, equally.
- (b) The Directors' remuneration for their services as Directors is by fixed sum and not a commission on or percentage of profits or operating revenue and may not be increased except in accordance with the Corporations Act.

14.4 Remuneration of Directors for extra services

Any Director who serves on any Committee, or who devotes special attention to the business of the Company, or who otherwise performs services which in the opinion of the Board are outside the scope of the ordinary duties of a Director, or who at the request of the Board engages in any journey on the business of the Company, may be paid extra remuneration as determined by the Board and any such extra remuneration must be disclosed in the financial reports of the Company.

14.5 Travelling and other expenses

Every Director is, in addition to any other remuneration provided for in these rules, entitled to be paid from Company funds all reasonable travel, accommodation and other expenses incurred by the Directors in attending meetings of the Company or of the Board or of any Committees or while engaged on the business of the Company.

14.6 Directors may contract with Company

- (a) A Director is not disqualified by the office of Director from contracting or entering into any arrangement with the Company or any other person either as vendor, purchaser or otherwise and no contract or arrangement entered into with the Company or any other person by a Director or any contract or arrangement entered into by or on behalf of the Company or any other person in which a Director is in any way interested may be avoided for that reason. A Director is not liable to account to the Company for any profit realised by any contract or arrangement, by reason of holding the office of Director or of the fiduciary relationship established by the office.
- (b) No Director may as a Director vote in respect of any contract or arrangement in which the Director has directly or indirectly any material personal interest if to do so would be contrary to the Corporations Act and if the Director does vote his vote may not be counted nor shall the Director be counted in the quorum present at the meeting but either or both of these prohibitions may at any time be relaxed or suspended to any extent by ordinary resolution passed at a general meeting, if permitted by the Corporations Act.
- (c) A Director who is interested in any contract or arrangement may, notwithstanding the interest, attest the affixing of the Seal to, or otherwise execute any document evidencing or otherwise connected with the contract or arrangement.

14.7 Director may hold other office

- (a) A Director may hold any other office or position under the Company (except that of auditor) in conjunction with the office of Director, on terms and at a remuneration in addition to remuneration (if any) as a Director, as the Board approves.
- (b) A Director may be or become a director of or hold any other office or position under any corporation promoted by the Company, or in which it may be interested, whether as a vendor or Shareholder or otherwise, or with any other corporation or organisation, and the Director is not accountable for any benefits received as a director or Shareholder of or holder of any other office or position under that corporation or organisation.

14.8 Exercise of voting power in other corporations

The Board may exercise the voting power conferred by the shares in any corporation held or owned by the Company as the Board thinks fit (including the exercise of the voting power in favour of any resolution appointing the Directors or any of them directors of that corporation or

voting or providing for the payment of remuneration to the directors of that corporation) and a Director of the Company may vote in favour of the exercise of those voting rights notwithstanding that the Director is, or may be about to be appointed, a director of that other corporation and may be interested in the exercise of those voting rights.

14.9 Directors may lend to the Company

Any Director may lend money to the Company at interest with or without security or may, for a commission or profit, guarantee the repayment of any money borrowed by the Company and underwrite or guarantee the subscription of shares or other Securities of the Company or of any corporation in which the Company may be interested without being disqualified in respect of the office of Director and without being liable to account to the Company for the commission or profit.

15 Alternate Directors

15.1 Director may appoint alternate Director

- (a) Subject to these rules, each Director has power to appoint a person to act as an alternate Director in the Director's place, whether for a stated period or periods or until the happening of a specified event or from time to time; when through absence, illness or otherwise the Director is unable to attend to duties as a Director.
- (b) The Director must first obtain the consent of the Board to the appointment, and consent is not to be unreasonably withheld or delayed. The appointment is to be in writing and signed by the Director and a copy of the appointment is to be given by the appointing Director to the Company at the Office.
- (c) The appointment takes effect immediately upon receipt of the appointment at the Office.

15.2 Conditions of office of alternate Director

The following provisions apply to an alternate Director:

- (a) the alternate Director may be removed or suspended from office upon receipt at the Office of written notice, letter, facsimile transmission or other form of visible communication from the Director by whom the alternate Director was appointed to the Company;
- (b) the alternate Director is entitled to receive notice of meetings of the Board and to attend and vote at the meetings if the Director by whom the alternate Director was appointed is not present;
- (c) the alternate Director is entitled to exercise all the powers (except the power to appoint an alternate Director) and perform all duties of a Director, in so far as the Director by whom the alternate Director was appointed had not exercised or performed them;
- (d) the alternate Director is not, unless the Board otherwise determines, (without prejudice to the right to reimbursement for expenses pursuant to rule 14.5) entitled to receive any remuneration as a Director from the Company, and any remuneration (not including remuneration authorised by the Board or reimbursement for expenses) paid to the alternate Director by the Company is to be deducted from the remuneration of the Director by whom the alternate Director was appointed;

- (e) the office of the alternate Director is vacated upon vacation of office by the Director or written resignation being given to the Company by the Director, by whom the alternate Director was appointed;
- (f) the alternate Director is not to be taken into account in determining the number of Directors or rotation of Directors; and
- (g) the alternate Director is, while acting as a Director, responsible to the Company for the alternate Director's own acts and defaults and is not to be deemed to be the agent of the Director by whom the alternate Director was appointed.

16 Vacation of office of Director

16.1 Vacation of office by Director

- (a) The office of a Director is vacated:
 - (i) upon the Director becoming an insolvent under administration, suspending payment generally to creditors or compounding with or assigning the Director's estate for the benefit of creditors;
 - (ii) upon the Director becoming a person of unsound mind or a person who is a patient under laws relating to mental health or whose estate is administered under laws relating to mental health;
 - (iii) upon the Director being absent from meetings of the Board during a period of three consecutive calendar months without leave of absence from the Board where the Board has not, within 14 days of having been served by the Secretary with a notice giving particulars of the absence, resolved that leave of absence be granted;
 - (iv) upon the Director resigning office by notice in writing to the Company;
 - (v) upon the Director being removed from office pursuant to the Corporations Act; or
 - (vi) upon the Director being prohibited from being a Director by reason of the operation of law.
- (b) In addition to the removal of a Director pursuant to the Corporations Act, the Company may by resolution remove any Director before the expiration of his period of office, and may by resolution appoint another person in their place.
- (c) The incoming Director is subject to retirement at the same time as if they had become a Director on the day on which the removed Director was last elected a Director.
- (d) A Director who vacates office pursuant to rule 16.1(a) is not to be taken into account in determining the number of Directors who are to retire by rotation at any annual general meeting.

16.2 Directors who are employees of the Company

The office of a Director who is an employee of the Company and/or any of its subsidiaries, becomes vacant upon the Director ceasing to be employed (so that they are no longer employed by the Company or any subsidiary of the Company) but the person concerned is eligible for reappointment or re-election as a Director of the Company.

17 Election of Directors

17.1 Retirement of Directors

Without prejudice to rules 14.2 and 16.1(b) a Director must retire from office at the conclusion of the second annual general meeting after which the Director was elected or re-elected. A Retiring Director retains office until the dissolution or adjournment of the meeting at which the Retiring Director retires.

17.2 Who must retire?

For the purposes of rule 17.1, the length of time a Director has been in office is calculated from the Director's last election or appointment. A Retiring Director is eligible for re-election.

17.3 Nomination of Directors

No person (other than a Retiring Director) is eligible for election to the office of Director at any general meeting unless the person or some Shareholder intending to nominate the person has given notice in writing signed by the nominee giving consent to the nomination and signifying either candidature for the office or the intention of the Shareholder to nominate the nominee. To be valid, the notice is required to be left at the Office not less than 30 Business Days nor more than 65 Business Days before the meeting unless the nominee has been recommended by the Board for election, in which case the notice is required to be left at the Office at least 25 Business Days before the meeting.

18 Managing Director

18.1 Appointment of a Managing Director

The Board may from time to time appoint one of the Board to be Managing Director (who may bear that title or any other title determined by the Board) for a period ending on the happening of events (if any) stipulated by the Board, at a remuneration which may be by way of salary or commission on or participation in profits or by any or all of these methods (but not by a commission on or percentage of operating revenue) and otherwise on terms as determined by the Board from time to time. The Board may confer upon a Managing Director any of the powers exercisable under these rules by the Board as it thinks fit and upon any conditions it thinks expedient but the conferring of powers by the Board upon a Managing Director does not exclude the exercise of those powers by the Board.

18.2 Managing Director not to be subject to retirement by rotation

A Managing Director is not subject to retirement as a Director by rotation while continuing to hold the office of Director and is not to be taken into account in determining the rotation or retirement of Directors or the number of Directors to retire, but is subject to the same provisions as to resignation and removal as the other Directors of the Company. A Managing Director ceases to be a Managing Director if the Managing Director ceases to hold office as a Director.

19 Proceedings of Directors

19.1 Procedures relating to directors' meetings

- (a) The Board may meet together, upon each Director being given reasonable notice, for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.

- (b) Until otherwise determined by the Board, two Directors form a quorum.
- (c) Notice is deemed to have been given to a Director, and all Directors are hereby deemed to have consented to the method of giving notice, if notice is sent by mail, personal delivery, facsimile transmission or by electronic mail to the usual place of residence, fax number or electronic address of the Director (if any fax number or electronic address is notified to the Company) or at any other address given to the Secretary by the Director from time to time subject to the right of the Director to withdraw such consent within a reasonable period before a meeting.

19.2 Meetings by telephone or other means of communication

The Directors may meet either in person or by telephone or by other means of communication consented to by all Directors subject to the right of a Director to withdraw their consent within a reasonable period before a meeting. All persons participating in the meeting must be able to hear and be heard by all other participants. A meeting conducted by telephone or other means of communication is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting is at that place for the duration of the meeting.

19.3 Votes at meetings

Questions arising at any meeting of the Board are decided by a majority of votes.

19.4 Convening of meetings

The Chairman or the Board may at any time, and the Secretary, upon the request of any one Director, must, convene a meeting of the Board.

19.5 Chairman

The Board must elect a Chairman and a deputy Chairman of its meetings and determine the period for which each is to hold office. If no Chairman or deputy Chairman is elected or if at any meeting the Chairman and the deputy Chairman are not present at the time specified for holding the meeting (or, if being present, the relevant Directors refuse to act as Chairman or deputy Chairman), the Directors present must choose one of their number to be Chairman of the meeting.

19.6 Powers of meetings

A meeting of the Board or any adjournment of a meeting at which a quorum is present is competent to exercise any of the authorities, powers and discretions for the time being vested in or exercisable by the Board.

19.7 Delegation of powers to Committees

The Board may, subject to the constraints imposed by law, delegate any of its powers to Committees consisting of one or more Directors or any other person or persons as the Board thinks fit. Any Committee formed or person or persons appointed to the Committee must, in the exercise of the powers delegated, conform to any regulations that may from time to time be imposed by the Board. A delegate of the Board may be authorised to sub-delegate any of the powers for the time being vested in the delegate.

19.8 Proceedings of committees

The meetings and proceedings of any Committee are to be governed by the provisions of these rules for regulating the meetings and proceedings of the Board so far as they are applicable and are not superseded by any regulations made by the Board under rule 19.7.

19.9 Validity of acts

- (a) All acts done at any meeting of the Board or by a Committee or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any of the Directors or the Committee or the person acting as a Director or that any of them were disqualified, as valid as if every person had been duly appointed and was qualified and continued to be a Director or a member of the Committee (as the case may be).
- (b) If the number of Directors is reduced below the minimum number fixed pursuant to these rules, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of calling a general meeting of the Company but for no other purpose.

19.10 Resolution in writing

- (a) A resolution in writing of which notice has been given to all Directors and which is signed by all of the Directors entitled to vote on the resolution is as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted and may consist of several documents in the same form each signed by one or more of the Directors.
- (b) For the purposes of this rule the references to '**Directors**' include any alternate Director for the time being present in Australia who is appointed by a Director not for the time being present in Australia but does not include any other alternate Director.
- (c) A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with the Director's authority is deemed to be a document in writing signed by the Director.

19.11 Nominee Directors

If at any time the Company is or becomes a wholly owned subsidiary of a corporation then the Directors appointed by that corporation to the Board of the Company are hereby authorised and permitted to take into account the interests of the appointor corporation when exercising their powers or performing their duties as Directors of the Company, acting together or individually.

20 Powers of the Board

20.1 General powers of the Board

The management and control of the business and affairs of the Company are vested in the Board, which (in addition to the powers and authorities conferred upon them by these rules) may exercise all powers and do all things as are within the power of the Company and are not by these rules or by the Corporations Act directed or required to be exercised or done by the Company in general meeting.

20.2 Power to borrow and guarantee

Without limiting the generality of rule 20.1, the Board may exercise all the powers of the Company to raise or borrow money, may guarantee the debts or obligations of any person and may enter into any other financing arrangement, in each case in the manner and on the terms it thinks fit.

20.3 Power to give security

Without limiting the generality of rule 20.1, the Board may charge any property or business of the Company or any of its uncalled capital and may issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person, in each case, in the manner and on the terms it thinks fit.

20.4 Power to make Calls

Without limiting the generality of rule 20.1, if any uncalled capital of the Company is included in or charged by any debenture, mortgage or other security, the Board may, by instrument under the Seal or other appropriate instrument, authorise the person in whose favour the debenture, mortgage or other security is executed or any other person in trust for him to make Calls on the Shareholders in respect of that uncalled capital and to sue in the name of the Company or otherwise for the recovery of moneys becoming due in respect of Calls made and to give valid receipts for those moneys, and the authority subsists during the continuance of the debenture, mortgage or other security, notwithstanding any change in the Directors, and is assignable if so expressed.

20.5 Power to issue Securities

Any bonds, debentures or other Securities may be issued with or without the right of or obligation on the holder thereof to exchange the same in whole or in part of shares in the Company at a certain or uncertain time or with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise and generally with such rights and options and upon such conditions in all respects as the Board thinks fit.

20.6 Personal liability of officer

If the Board or any member thereof or any officer of the Company becomes personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the persons or person so becoming liable as aforesaid from any loss in respect of such liability.

20.7 Power to require statutory declaration of suppliers

The Board may, by notice in writing served on a Shareholder, require the Shareholder to furnish a statutory declaration within 14 days of the notice being served, for the purpose of determining whether each Supply Condition for any relevant Financial Year has been met and/or whether that Shareholder is an Active Grower. If the Shareholder fails to provide the statutory declaration requested within the specified period, and the Board is unable to satisfy itself whether the Shareholder has complied with their Supply Conditions or is an Active Grower, then the Board may in its absolute discretion make a determination about the subject matter of the request without further recourse to the Shareholder.

20.8 Further enquiries

If the Board wishes to make further enquiries, the Shareholder must use its best endeavours ensure that it co-operates with all reasonable requests for information made by the Board in relation to the subject matter of the request.

21 Branch register

The Company may cause to be kept a branch register of Shareholders in accordance with, and as permitted, by the Corporations Act.

22 The Seal

22.1 Execution of cheques and bills

All cheques, bills of exchange and promissory notes are to be signed, drawn, made, accepted or endorsed (as the case may be) for and on behalf of the Company by two Directors, or by one Director and the Secretary or some other officer authorised by the Board, or in such other manner as the Board from time to time determines.

22.2 Company Seal is optional

The Company may have a Seal.

22.3 Affixing the Seal

If the Company has a Seal, the Board is to provide for its safe custody and it should only be used by the authority of the Board. Every instrument to which the Seal is affixed is to be signed by a Director and countersigned by the Secretary or by a second Director or by another person appointed by the Board for the purpose. The Board may determine either generally or in any particular case that a signature may be affixed by a mechanical means specified in the determination.

22.4 Execution of documents without a Seal

The Company may execute a document, including a deed, by having the document signed by:

- (a) two Directors;
- (b) a Director and the Secretary, and

if the Company executes a deed, the document is to be expressed to be executed as a deed and be executed in accordance with the appropriate procedures set out in rule 22.3 or this rule.

22.5 Other ways of executing documents

Notwithstanding the provisions of rules 22.3 and 22.4, any document including a deed, may also be executed by the Company in any other manner permitted by law.

23 Minutes

23.1 Contents of minutes

The Board must ensure that minutes are duly recorded in any manner it thinks fit and include:

- (a) the names of the Directors present at each meeting of the Board and of any Committees; and
- (b) details of all resolutions and proceedings of general meetings of the Company and of meetings of the Board and any Committees.

23.2 Signing of minutes

The minutes of any meeting of the Board or of any Committee or of the Company, if purporting to be signed by the Chairman of the meeting or by the Chairman of the next succeeding meeting, are prima facie evidence of the matters stated in the minutes.

24 Dividends

24.1 Payment of dividend

The Board may from time to time determine that a dividend is payable to the Shareholders. The dividend is (subject to the rights of, or any restrictions on, the holders of shares created or raised under any special arrangement as to dividend) payable on all shares in proportion to the amount of total issue price for the time being paid or credited as paid in respect of the shares, and may be paid at a rate per annum in respect of a specified period provided that (for the purposes of this rule) no amount paid on a share in advance of Calls is to be treated as paid on that share.

24.2 Dividend plans

- (a) The Board may establish and maintain one or more dividend plans (including the establishment of rules) pursuant to which Shareholders may elect with respect to some or all of their shares (subject to the rules of the relevant plan):
 - (i) to reinvest in whole or in part dividends paid or payable or which may become payable by the Company to the Shareholder in cash by subscribing for shares in the capital of the Company;
 - (ii) to receive a dividend from the Company by way of the allotment of shares paid up from such account or reserve from which such shares may be issued under the Corporations Act;
 - (iii) that dividends from the Company not be paid and that instead a payment or distribution other than a dividend be made by the Company;
 - (iv) that cash dividends from the Company not be paid and that instead a cash dividend be received from a related corporation nominated by the Board;
 - (v) to participate in a dividend selection plan, including but not limited to a plan pursuant to which Shareholders may elect to receive a dividend from the Company or any related corporation which is less in amount but franked to a greater extent than the ordinary cash dividend that would be payable by the Company or any related body corporate or to receive a dividend from the

Company or any related body corporate which is greater in amount but franked to a lesser extent than the ordinary cash dividend that would be payable by the Company or any related body corporate.

- (b) Pursuant to a dividend plan established in accordance with rule 24.2(a) any Shareholder may elect for a specified period or for a period to be determined by specified notice (in either case determined by the Board and prescribed in the rules of the plan) that all or some of the ordinary shares held by that Shareholder and designated by the Shareholder in accordance with the rules of the plan (**Designated Shares**) may participate in the dividend plan. During that period the Designated Shares are entitled to participate in the dividend plan subject to the rules of the dividend plan.
- (c) In the event of any inconsistency between any dividend plan established in accordance with rule 24.2(a) or rules of any dividend plan and these rules, these rules prevail.
- (d) The Board is authorised to do all things which they consider to be desirable or necessary for the purpose of implementing every dividend plan established in accordance with rule 24.2(a).
- (e) The Board is authorised to vary the rules of any dividend plan established in accordance with rule 24.2(a) at their discretion and to suspend or terminate any dividend plan at their discretion. Any dividend plan may also be suspended, terminated or varied by resolution of a general meeting of the Company.

24.3 Interim dividends

The Board may from time to time pay to the Shareholders on account of the next forthcoming dividend any interim dividend as in its judgment is justified by the financial position of the Company, subject to the rights of, or any restrictions, on the holders of shares created or raised under any special arrangement as to dividends.

24.4 Dividends out of profits

No dividend is payable except out of the profits of the Company, and no dividend or other moneys payable on or in respect of a share carries interest as against the Company. The declaration of the Board as to the amount of the profits of the Company is conclusive.

24.5 Reserves

The Board may, in priority to any dividend, set aside out of the profits of the Company any sums as it thinks proper as a reserve, which at the discretion of the Board may be applicable for any purpose to which the profits of the Company may be properly applied, and pending application may be employed in the business of the Company or be invested in any investments the Board may from time to time think fit. Any income derived from or accretions to such shares, Securities or other investments may either be carried to the credit of the reserve fund or reserve funds represented by such shares, Securities or other investments or be dealt with as profits arising from the business of the Company.

24.6 Distribution otherwise than in cash

When declaring a dividend the Board may:

- (a) direct payment of the dividend wholly or in part by the distribution of specific assets or documents of title and in particular of paid up shares, debentures or debenture stock of the Company or any other company; and

- (b) determine and announce that each Shareholder entitled to participate in the dividend may elect that the payment of the dividend be satisfied in respect of all, or a number of shares less than all of the shares held by the Shareholder by the allotment of paid up shares in accordance with the plan.

24.7 Power to capitalise profits

The Board may resolve that the whole or any portion of any sum forming part of the undivided profits of the Company or standing to the credit of any reserve or other account and which is available for distribution, be capitalised and distributed to Shareholders in the same proportions in which they would be entitled to receive it if distributed by way of dividend or in accordance with either the terms of issue of any shares or the terms of any plan for the issue of Securities for the benefit of officers or employees. All or any part of the sum is to be applied on the behalf by Shareholders either in paying up the amounts for the time being unpaid on any issued shares held by them, or in paying up in full unissued shares or other Securities of the Company (of an aggregate amount equal to the amount capitalised) which are to be issued to them accordingly, or partly in one way or partly in the other.

24.8 Appropriation and application of amounts to be capitalised

The Board may specify the manner in which any fractional entitlements and any difficulties relating to distribution are to be dealt with and, without limiting the generality of the foregoing, may specify that fractions are to be disregarded or that any fractional entitlements are to be increased to the next whole number or that payments in cash in lieu of fractional entitlements be made. The Board may make all necessary appropriations and applications of the amount to be capitalised pursuant to rule 24.7 and all necessary allotments and issues of fully paid shares or debentures. Where required, the Board may appoint a person to sign a contract on behalf of the Shareholders entitled upon a capitalisation to any shares or debentures, which provides for the issue to them, credited as fully paid of any further shares or debentures or for the payment by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised.

24.9 Transfer of shares

A transfer of shares registered after the transfer books close for dividend purposes, but before a dividend is payable, does not pass the right to any dividend fixed for payment before the books are closed.

24.10 Retention of dividends

The Board may retain the dividends payable on shares which any person is under rules 10.6 or 10.7 entitled to transfer until the person becomes registered as a Shareholder in respect of the shares or duly transfers them. The Board may also retain any dividends on or in respect of which (or on or in respect of the shares upon which any such dividend is payable) the Company has a lien or charge under rule 8.8 and may apply the same in or towards satisfaction of the Calls, instalments or sums owing in respect of which the lien or charge exists.

24.11 How dividends are payable

Payment of any dividend may be made in any manner and by any means as determined by the Board. Without prejudice to any other method of payment which the Board may adopt any dividend may be paid by cheque or warrant made payable to the Shareholder entitled to the dividend or in the case of joint holders to the Shareholder whose name stands first in the Register in respect of the joint holding. Payment of any dividend may be made by sending the cheque, warrant or other means of payment to the Shareholder entitled to the dividend through

the post to the Shareholder's Registered Address, and upon posting, every payment of any dividend, is at the risk of the Shareholder.

24.12 Unclaimed dividends

All unclaimed dividends may be invested or otherwise made use of by the Board for the benefit of the Company until claimed or otherwise disposed of according to law.

25 Dispute resolution procedure

25.1 Condition precedent to giving notice to repeal Board determination

If a Shareholder reasonably believes that the Board has exercised its discretion or failed to exercise its discretion under the rules listed in rules 4.1, 4.2(b), 5.2(e) or 5.3(e) in contravention of this constitution and the shareholder has been aggrieved or disadvantaged as a result (**Dispute**), the aggrieved Shareholder and the Board must use their best endeavours to resolve the Dispute in the manner set out in this rule.

25.2 Notice of Dispute

An aggrieved Shareholder claiming that a Dispute has arisen must notify the Board specifying the nature of the Dispute (**Dispute Notice**).

25.3 Resolution of Dispute by negotiation

- (a) During the 10 Business Days after the date the Dispute Notice is given (or a longer period as the aggrieved Shareholder and Board may agree in writing) the Board and the aggrieved Shareholder must:
 - (i) prepare and exchange with the other party, a brief statement setting out its position on the Dispute and its reasons for adopting that position; and
 - (ii) give to the other party any information it may reasonably require to consider the issues relevant to the Dispute.
- (b) Within ten Business Days after the date the statements are due to be exchanged under rule 25.3(a), the Board and the aggrieved Shareholder (or their duly appointed nominees with full authority to settle the Dispute) must meet and use their best endeavours to resolve the Dispute.
- (c) In the absence of agreement between the parties as to the time and venue for the meeting, the meeting must take place at the Office of the Company at 9am on the last Business Day of the time referred to in rule 25.3(b) (**Meeting Date**).

25.4 Resolution of issues by Expert

If the Dispute is not resolved under rule 25.3, the Shareholder may during the next 10 Business Days after the Meeting Date give a notice (**Expert Determination Notice**) to the Board requiring the dispute to be referred to an Expert in the relevant discipline for determination.

25.5 Who is an Expert?

- (a) In this rule an Expert is a person who having the qualifications set out in rule 25.5 is selected by agreement of the Board and the Shareholder within 10 Business Days after

the Expert Determination Notice is given or failing agreement during that time selected within the next 10 Business Days by:

- (i) the President of the Institute of Chartered Accountants (New South Wales Branch) for a Dispute concerning financial matters;
 - (ii) the President of the Law Society of New South Wales for a Dispute concerning legal matters;
 - (iii) the President of the Institute of Arbitrators and Mediators Australia for a Dispute about any other matters.
- (b) An Expert must:
- (i) have appropriate and reasonable qualifications as well as commercial and practical experience in the area of Dispute;
 - (ii) be independent of each party;
 - (iii) have no interest or duty that conflicts or may conflict with the Expert's function as an Expert; and
 - (iv) have professional indemnity insurance of an amount reasonable and customary for a person undertaking the Expert's activity.

25.6 Referring Dispute to the Expert

- (a) Within 10 Business Days after an Expert is selected or nominated, the Board and the aggrieved Shareholder must provide the Expert with written submissions setting out the particular matter to be determined as well as all reasonably relevant matters together with copies of the statements referred to in rule 25.3.
- (b) Each party must use its best endeavours to provide the Expert with any information reasonably required by the Expert.
- (c) Unless the parties agree otherwise, any meeting with the Expert will be held at the Office of the Company.

25.7 Rules applying to Expert

- (a) The Expert must:
 - (i) act as an expert and not as an arbitrator;
 - (ii) take into consideration and comply with the rules of this constitution;
 - (iii) proceed in any manner he or she thinks appropriate without being bound to observe the rules of evidence of any jurisdiction but subject to the requirements of procedural fairness;
 - (iv) take into consideration, all documents, information and other material which the Board or the aggrieved Shareholder give the Expert, including documents, information and material relating to the facts in the Dispute and to arguments and submissions upon the matters in dispute;

- (v) not be expected or required to obtain or refer to any other documents, information or material (with the exception of this Constitution) but may do so if he or she thinks it is appropriate;
 - (vi) use his or her own expertise in forming conclusions and may consult with such other professionally qualified persons as the Expert thinks fit; and
 - (vii) give a decision on the matter in dispute within 30 Business Days from the acceptance by the Expert of the appointment (or any extended period as the Board and Shareholders agree).
- (b) The Expert may, if requested by either the Board or the Shareholder, amend his or her determination to correct:
- (i) clerical mistakes;
 - (ii) an error arising from an accidental mistake or omission;
 - (iii) a material miscalculation of figures or a material mistake in the description of any person, thing or matter;
 - (iv) a defect in form.

25.8 Termination of process

If no Expert Determination Notice is given under rule 25.4, the Board may by notice in writing to the aggrieved Shareholder, terminate the dispute resolution process set out in this rule provided it has complied with this rule.

25.9 Effect of Expert's determination

- (a) If the Expert rules in favour of the Board on any matters relating to the Dispute, the decision of the Expert in respect to those matters will be binding on the aggrieved Shareholder.
- (b) If the Expert rules in favour of the aggrieved Shareholder on any matters relating to the Dispute, the decision of the Expert in respect of those matters will be binding on the Board and:
 - (i) the Board must do all things necessary to reverse its previous resolution so as to put the aggrieved Shareholder back in the position they would have been had the Board's resolution not have be approved in the first instance.
 - (ii) any compensation to be paid by the Company to an aggrieved Shareholder for any loss suffered by the aggrieved Shareholder in connection with the reversal of any resolution of the Board in accordance with this rule 25.9, must be limited to dividends the aggrieved Shareholder would have been entitled to had the Board's resolution not have be approved in the first instance;
 - (iii) for the avoidance of any doubt, all resolutions of the Board and the Company made prior to any resolution reversed under this rule 25.9 will remain valid and binding on the Shareholders and the Company, (with the exception of the Board's resolution reversed in accordance with this rule 25.9), and all prior resolutions (with the exception of the Board's resolution reversed in accordance with this rule 25.9) will be deemed to have been ratified by Shareholders upon the reversal of any resolution in accordance with this rule 25.9; and

- (iv) in the event a resolution of the Directors' is repealed in accordance with this rule 25.9, and as a result a procedural irregularity arises in regard to the approval of any other earlier resolution passed by the Directors or the Company, then any other earlier resolution passed by the Directors or the Company will not be invalidated.

25.10 Costs

The Company and the aggrieved Shareholder must:

- (a) bear all their own costs and expenses incurred in the dispute resolution process under this rule; and
- (b) pay an equal proportion of the Expert's costs and the costs of the Expert's advisors unless the Expert, in its absolute discretion, decides otherwise.

25.11 Confidentiality

An aggrieved Shareholder who is claiming that a Dispute has arisen and the Board in the event a Dispute Notice is provided must:

- (a) keep information (whether written or oral) provided to it by the other party or Expert in connection with the process set out in this rule 25 confidential and not disclose it or allow it to be disclosed to a third party except with the prior written approval of the Board; and
- (b) take or cause to be taken reasonable precautions necessary to maintain the secrecy and confidentiality of information (whether written or oral) provided to it by the other party or Expert in connection with the process set out in this rule 25.

26 Notices

26.1 Service of notices

A notice may be given by the Company to a Shareholder, or in the case of joint holders to the Shareholder whose name stands first in the Register, personally, by leaving it at the Shareholder's Registered Address or by sending it by prepaid post or facsimile transmission addressed to the Shareholder's Registered Address or by sending it to the electronic address (if any) nominated by the Shareholder. All notices sent by prepaid post to persons whose Registered Address is not in Australia may be sent by airmail or some other way that ensures that it will be received quickly.

26.2 When notice deemed to be served

Any notice sent by post is deemed to have been served at the expiration of 48 hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted. Any notice served on a Shareholder personally or left at the Shareholder's Registered Address is deemed to have been served when delivered. Any notice served on a Shareholder by facsimile transmission is deemed to have been served when the transmission is sent. A facsimile is deemed to be duly sent when the Company's facsimile system generates a message confirming successful transmission of the total number of pages of the notice to the addressee. Any notice served on a Shareholder by electronic means is deemed to have been served when the electronic message is sent.

26.3 Shareholder not known at Registered Address

Where a Shareholder does not have a Registered Address or where the Company has bona fide reason to believe that a Shareholder is not known at the Shareholders Registered Address, all future notices are deemed to be given to the Shareholder if the notice is exhibited in the Office for a period of 48 hours (and is deemed to be duly served at the commencement of that period) unless and until the Shareholder informs the Company of a registered place of address.

26.4 Signature to notice

The signature to any notice to be given by the Company may be written or printed.

26.5 Reckoning of period of notice

Where a given number of days' notice or notice extending over any other period is required to be given, the day of service is not to be reckoned in the number of days or other period.

26.6 Notice to transferor binds transferee

Every person who, by operation of law, transfer or any other means becomes entitled to be registered as the holder of any shares, is bound by every notice which, prior to the person's name and address being entered in the Register in respect of those shares, was duly given to the person from whom the person derives title to those shares.

26.7 Service on deceased Shareholders

A notice delivered or sent by post to the Registered Address of a Shareholder pursuant to these rules is (notwithstanding that the Shareholder is then dead and whether or not the Company has notice of the Shareholder's death) deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by the Shareholder, until some other person is registered in the Shareholder's place as the holder or joint holder and the service is for all purposes deemed to be sufficient service of the notice or document on the Shareholder's heirs, executors or administrators and all persons (if any) jointly interested with the Shareholder in the shares.

26.8 Persons entitled to notice of general meeting

- (a) Notice of every general meeting is to be given to:
 - (i) each member individually who is entitled to vote at general meetings of the Company;
 - (ii) each Director;
 - (iii) each person entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting; and
 - (iv) the auditor for the time being of the Company.
- (b) No other person is entitled to receive a notice of general meetings.

27 Winding up

27.1 Distribution in specie

If the Company is wound up, whether voluntarily or otherwise, the liquidator may divide among all or any of the contributories as the liquidator thinks fit in specie or in kind any part of the assets of the Company, and may vest any part of the assets of the Company in trustees upon any trusts for the benefit of all or any of the contributories as the liquidator thinks fit.

27.2 Variation of rights of contributories

If thought expedient, any division may be otherwise than in accordance with the legal rights of the contributories and, in particular, any class may be given preferential or special rights or may be excluded altogether or in part, but in case any division otherwise than in accordance with the legal rights of the contributories is determined, any contributory who would be prejudiced by the division has a right to dissent and ancillary rights as if the determination were a special resolution passed pursuant to the law relating to the sale or transfer of the Company's assets by a liquidator in a voluntary winding up.

27.3 Liability to Calls

If any shares to be divided in accordance with rule 27.1 involve a liability to Calls or otherwise, any person entitled under the division to any of the shares may by notice in writing within ten Business Days after the passing of the special resolution, direct the liquidator to sell the person's proportion and pay the person the net proceeds and the liquidator is required, if practicable, to act accordingly.

28 Indemnity

28.1 Indemnity in favour of Directors, Secretary and executive officers

Subject to the Corporations Act and rule 28.2, the Company shall indemnify each Director, Secretary and executive officer to the maximum extent permitted by law, against any Liability incurred by them by virtue of their holding office as, and acting in the capacity of, Director, Secretary or executive officer of the Company, other than:

- (a) a Liability owed to the Company or a related body corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G Corporations Act or a compensation order under section 1317H Corporations Act;
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

28.2 Indemnity for legal costs

The Company shall indemnify each Director, Secretary and executive officer to the maximum extent permitted by law, against any Liability for legal costs incurred by them in respect of a Liability incurred by them by virtue of their holding office as, and acting in the capacity of, Director, Secretary or executive officer of the Company other than for legal costs incurred:

- (a) in defending or resisting proceedings, in which the Director, Secretary or executive officer is found to have a Liability for which they could not be indemnified under rule 28.1;

- (b) in defending or resisting criminal proceedings in which the Director, Secretary or executive officer is found guilty;
- (c) in defending or resisting proceedings brought by the ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this rule does not apply to costs incurred in responding to actions taken by the ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- (d) in connection with proceedings for relief to the Director, Secretary or executive officer under the law in which the court denies the relief.

28.3 Indemnity for employees

Subject to the Corporations Act and rule 28.4, the Company may indemnify an employee, who is not a Director, Secretary or executive officer of the Company, to the maximum extent permitted by law, against any Liability incurred by them by virtue of their holding office as, and acting in the capacity of, an officer of the Company, other than:

- (a) a Liability owed to the Company or a related body corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G Corporations Act or a compensation order under section 1317H Corporations Act; or
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

28.4 Indemnity for legal costs of employees

The Company may indemnify an employee other than a Director, Secretary or executive officer to the maximum extent permitted by law, against any Liability for legal costs incurred in respect of a Liability as, or by virtue of their holding office as, and acting in the capacity of, an officer of the Company other than for legal costs incurred:

- (a) in defending or resisting proceedings, in which the officer is found to have a Liability for which they could not be indemnified under rule 28.3;
- (b) in defending or resisting criminal proceedings in which the officer is found guilty;
- (c) in defending or resisting proceedings brought by the ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but this rule 28.4 does not apply to costs incurred in responding to actions taken by the ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- (d) in connection with proceedings for relief to the officer under the law in which the court denies the relief.

28.5 Proceedings

For the purposes of rules 28.2 and 28.4, 'proceedings' includes the outcomes of the proceedings and any appeal in relation to the proceedings.

28.6 Insurance for the benefit of Directors, Secretary and executive officers

Subject to the Corporations Act, the Company may pay a premium for a contract insuring a person who is or has been a Director, Secretary or executive officer of the Company acting in that capacity against:

- (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
- (b) a Liability arising from negligence or other conduct.

28.7 Insurance for other officers

Subject to the Corporations Act, the Company may pay a premium for a contract insuring a person who is or has been an employee and officer of the Company, acting in that capacity, but who is not a Director, Secretary or executive officer of the Company against:

- (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
- (b) a Liability arising from negligence or other conduct.

28.8 When insurance may not be provided by the Company

The Company shall not pay, nor agree to pay, a premium for a contract insuring a person who is or has been a Director, Secretary or executive officer or an employee who is also an officer of the Company, against a Liability (other than one for legal costs) arising out of:

- (a) conduct involving a wilful breach of duty in relation to the Company; or
- (b) a contravention of section 182 or section 183 Corporations Act.

28.9 Definitions for rule 28

In rule 28:

Term	Definition
executive officer	means a person who is concerned, or takes part in, the management of the Company (regardless of the person's designation and whether or not the person is a Director of the Company).
Liability	includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense.

Term	Definition
officer	means a Director or Secretary of the Company and a person: <ul style="list-style-type: none"> (a) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company; (b) who has the capacity to affect significantly the Company's financial standing; or (c) in accordance with whose instructions or wishes the members of the Board is accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Board or the Company).

29 Partial takeovers

29.1 Definitions for rule 29

In rule 29:

Term	Definition
Proportional Takeover Bid	has the meaning given to that term in section 9 Corporations Act.
Relevant Day	in relation to a Proportional Takeover Bid, means the day that is 14 days before the end of the period during which the offers under the Proportional Takeover Bid remain open.

29.2 Approval of partial takeover bids

- (a) Where offers have been made under a Proportional Takeover Bid in respect of shares in a class of shares in the Company, the registration of a transfer giving effect to a takeover contract for the bid is prohibited unless and until a resolution (**Approving Resolution**) to approve the Proportional Takeover Bid is passed under this rule.
- (b) A person other than the bidder or an Associate of the bidder who, as at the end of the day of which the first offer under the Proportional Takeover Bid was made, held shares in that class is entitled to vote on an Approving Resolution and, for the purpose of voting, is entitled to one vote for each of the shares held in that class.
- (c) An Approving Resolution is to be voted on at a meeting of the persons entitled to vote on the Approving Resolution, convened and conducted by the Company.
- (d) The provisions of these rules that apply in relation to a general meeting of the Company, apply in relation to a meeting that is convened to vote on an Approving Resolution as if such a meeting was a general meeting of the Company, with such modifications as the circumstances require.
- (e) An Approving Resolution that has been voted on under this rule, is taken to have been passed if the proportion that the number of votes in favour of the resolution bears to the

total number of votes on the resolution is greater than 50%, and otherwise is taken to have been rejected.

- (f) Where offers have been made under a Proportional Takeover Bid the Board must ensure that a resolution to approve the Proportional Takeover Bid is voted on under this rule, before the Relevant Day.
- (g) Were a resolution to approve a Proportional Takeover Bid is voted on under this rule, then the Company must, on or before the Relevant Day, give to the bidder a notice in writing stating that a resolution has been voted on and whether the resolution has been passed, or has been rejected, as the case requires.
- (h) Where, at the end of the day before the Relevant Day, no resolution to approve the Proportional Takeover Bid has been voted on under this rule, a resolution to approve the Proportional Takeover Bid under this rule is deemed to have been passed.
- (i) Where a resolution under this rule is rejected:
 - (i) notwithstanding section 652A Corporations Act, all offers under the Proportional Takeover Bid that have not, as at the end of the Relevant Day, been accepted, and all offers (**accepted offers**) under the Proportional Takeover Bid that have been accepted and from whose acceptance binding contracts have not resulted, at the end of the Relevant Day, are deemed to be withdrawn at the end of the Relevant Day;
 - (ii) the bidder is, forthwith after the end of the Relevant Day, to return to each person who has accepted any of the accepted offers any documents that were sent by the person to the bidder with the acceptance of the offer;
 - (iii) the bidder is entitled to rescind, and is required, forthwith after the end of the Relevant Day, to rescind, each binding contract resulting from the acceptance of an offer made under the Proportional Takeover Bid; and
 - (iv) a person who has accepted an offer made under the Proportional Takeover Bid is entitled to rescind the contract (if any) resulting from that acceptance.
- (j) This rule ceases to have effect on the third anniversary of the later of the date of adoption or last renewal of this rule.

30 Prohibition from listing

30.1 Company not to be listed on any stock exchange

The quotation of shares in the Company for sale or purchase at any stock exchange or in any other public manner is prohibited.